



BellSouth Telecommunications, Inc.
Suite 2104
333 Commerce Street
Nashville, TN 37201-3300

Charles L. Howorth, Jr.
Regulatory Vice President

615 214-6520
Fax 615 214-8858

August 29, 2002

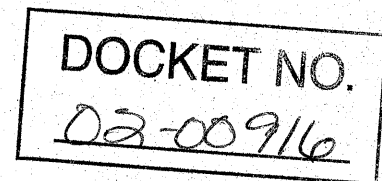
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AUG 29 2002

TN REGULATORY AUTHORITY
TELECOMMUNICATIONS DIVISION

Mr. Joe Werner, Chief
Telecommunications Division
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee

02-117



Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-E015-01

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued August 29, 2002. We request that this tariff be effective on September 30, 2002.

Private Line Services Tariff B
Section B5 - Original Page 67

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Attachment

EXECUTIVE SUMMARY
CSA NO. TN02-E015-01

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with MegaLink® service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides MegaLink® service as described in B7 of the Private Line Services Tariff

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 3 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

EFFECTIVE: September 30, 2002

B5. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

B5.7 Contract Service Arrangements (Cont'd)

B5.7.1 Rates and Charges (Cont'd)

- A. The following is a list of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-E015-01

- | a. | This Contract Service Arrangement provides for BellSouth® MegaLink® service for a minimum service period of thirty-six (36) months. Additional terms and conditions that are specific to this contract have been filed with the Tennessee Regulatory Authority and will be made available to interested customers. | (N) | | | |
|---------------------|--|---------------------|------------------------|------|--|
| (1) | MegaLink® service | (N) | | | |
| | <table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <th style="text-align: left;">Nonrecurring Charge</th> <th style="text-align: left;">36 Months Monthly Rate</th> <th style="text-align: left;">USOC</th> </tr> </table> | Nonrecurring Charge | 36 Months Monthly Rate | USOC | |
| Nonrecurring Charge | 36 Months Monthly Rate | USOC | | | |
| (a) | Service Establishment Charge, per entire MegaLink® | (N) | | | |
| (b) | Digital Local Channel, each | (N) | | | |
| (c) | Premises visit, per visit | (N) | | | |
| (2) | Interoffice Channel | (N) | | | |
| (a) | Each channel 9-25 miles, fixed component | (N) | | | |
| (b) | Each channel 9-25 miles, each airline mile or fraction thereof | (N) | | | |
| (3) | Standard Network Data Interface, miniature 8-position, with shorting bars for connection of 1.544 Mbps digital lines | (N) | | | |
| (a) | Each | (N) | | | |
| (4) | Clear channel capability, per MegaLink® service channel optioned as Extended Superframe Format (SF) | (N) | | | |
| (a) | At initial installation | (N) | | | |

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-E015-01

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company"); and [REDACTED] ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 8

Customer Initials [REDACTED]

Date

6/14/02

Jun-28-2002 03:27pm From-BELLSOUTH

4237524514

T-428 P 003

F-020

BELL SOUTH BUSINESS SYSTEM → FAXPRESS

AGREEMENT

Case Number TN02-E015-01

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
1202 Tallan Bldg. 2 Union Sq
Chattanooga, TN 37402

Subscriber

[REDACTED]

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

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Page 2 of 8

Customer Initials [REDACTED]

Date

6/14/02

06/28/2002

15:43

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO. 535 0004

Jun-28-2002 03:27pm From-BELLSOUTH

4237524514

T-428 P 004/011 F-020

CONTRACT SERVICE ARRANGEMENT
AGREEMENT

Case Number TN02-E015-01

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

PRIVATE/PROPRIETARY

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Page 3 of 8

Customer Initials

Date

6/14/02

06/28/2002

15:43

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO. 535 0005

Jun-28-2002 03:27pm From-BELLSOUTH

4237524514

T-428 P 005/011 F-020

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number TN02-E015-01
Option 1 of 1

Offer Expiration: This offer shall expire on: 10/13/02.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for MegaLink® service.

This Agreement is for thirty-six (36) months.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

By: _____

Authorized Signature

Printed Name: _____

Title: Chief Executive OfficerDate: 6/14/02

Company:

BellSouth Telecommunications, Inc.

By: BellSouth Business Systems, Inc.

By: _____

Authorized Signature

Printed Name: Buster QuinnTitle: Branch ManagerDate: 6/19/02

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BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 4 of 8

Customer Initials _____

Date 6/14/02

06/28/2002 15:43

BELLSOUTH BUSINESS SYSTEM → FAXPRESS

NO. 535 0006

Jun-28-2002 03:27pm From=BELLSOUTH

4237524514

T-428 P.006/011 F-020

AGREEMENT

Case Number 11N02-E015-01

Option 1 of 1

RATES AND CHARGES

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. MegaLink® Service Establishment Charge, per entire MegaLink®	\$.00	\$.00	MGLSE
2. MegaLink® service, Digital Local Channel, each	\$.00	\$106.00	D1GLC
3. Interoffice Channel, each channel 9-25 miles, fixed component	\$.00	\$65.00	1LNO2
4. Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof	\$.00	\$16.00	1LNOB
5. Clear channel capability, per MegaLink® service channel optioned as Extended Superframe Format (SF), at initial installation	\$.00	\$.00	CCOEF
6. MegaLink® service, premises visit, per visit	\$.00	\$.00	MGLPV
7. Standard Network Data Interface, miniature 8-position, with shorting bars for connection of 1.544 Mbps digital lines	\$.00	\$.00	RJ48X

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Page 5 of 8

Customer Initials

Date

6/14/02

Jun-28-2002 03:28pm From-BELLSOUTH

4237524514

T-428 P.007/011 F-020

**CONTRACT SERVICE ARRANGEMENT 1
AGREEMENT**Case Number TN02-E015-01
Option 1 of 1**RATES AND CHARGES****NOTES:**

All applicable rates and regulations for this service as set forth in the Private Line Services Tariff and the General Subscriber Service Tariff are in addition to the rates and regulations contained in this CSA.

Nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

USOC**NONRECURRING CHARGE**

WGGVF-Contract Preparation Charge

\$469.00

MGLSE

\$575.00, each

D1GLC

\$105.00, each

ILNO2

\$310.00, each

MGLPV

\$ 30.00, each

RJ48X

\$ 7.00, each

These rates and charges include the rate elements that have been specifically discounted. Other rate elements that are used in the provision of the service may not have been listed but can be found in the appropriate BellSouth tariff.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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Page 6 of 8

Customer Initials

Date

6/14/02

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**Case Number TN02-E015-01
Option 1 of 1
Attachment 1

1. Customer and BellSouth acknowledge that various competitive alternatives are available to Customer in the State of Tennessee, including competitive alternatives to services provided herein, as evidenced by one or more of the following:
 - A. Customer has received offers for comparable services from one or more other service providers. Providers include EPB and KMC.
 - B. Customer is purchasing or has purchased comparable services from one or more other service providers. None.
 - C. Customer has been contacted by one or more other service providers of comparable services. Providers include EPB and KMC.
 - D. Customer is aware of one or more other service providers from whom it can currently obtain comparable services. Providers include EPB and KMC.
2. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
3. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 2 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the Agreement period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$1,498. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 2 above and based on information available at the time of termination.

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Page 7 of 8

Customer Initials

Date

6/28/02

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number TN02-E015-01

Option 1 of 1

Attachment 1

4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

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Page 8 of 8

Customer Initials

Date

6/14/02